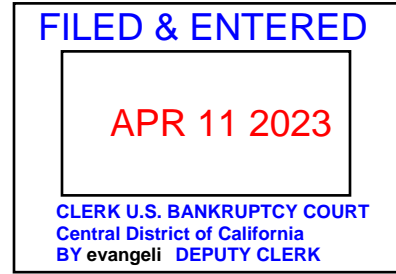


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10 Attorneys for Defendant, United States Department of Education

11 **UNITED STATES BANKRUPTCY COURT**

12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

13 In re

Case No. 2:22-bk-16166-BB

14 JESSICA COTO,

Chapter 7

15 Debtor.

16 JESSICA COTO,

Adv. No. 2:23-ap-01073-BB

17 Plaintiff,

**ORDER (1) APPROVING STIPULATION  
TO SETTLE AND DISMISS ADVERSARY  
PROCEEDING AND (2) DISMISSING  
ADVERSARY PROCEEDING**

18 vs.

19 UNITED STATES DEPARTMENT OF  
20 EDUCATION,

**Status Conference:**

Date: April 11, 2023

Time: 2:00 p.m.

Place: Courtroom 1539

255 E. Temple Street

Los Angeles, CA 90012

21 Defendant.  
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Based upon the *Stipulation to Settle and Dismiss Adversary Proceeding* (Docket No. 8) (“Stipulation”), entered into by and between Plaintiff Jessica Coto and Defendant United States Department of Education, through their respective counsel of record,

**IT IS HEREBY ORDERED** that:

1. The Stipulation is approved in its entirety.
2. Plaintiff will apply for enrollment in Defendant’s Public Service Loan Forgiveness (“PSLF”) program, to the extent Plaintiff so qualifies.
3. In order to be eligible for the PSLF program, Plaintiff will enroll in one of Defendant’s income-driven repayment plans, including, but not limited to, the REPAYE plan, which is estimated to result in a monthly payment of \$194.29 based upon Plaintiff’s present adjusted gross income, provided by Plaintiff to Defendant.
4. Defendant shall issue its determination of Plaintiff’s Borrower Defense (“BD”) application within thirty-six (36) months from July 18, 2022, or approximately July 18, 2025.
5. If Plaintiff’s BD application is approved, it is likely, but not guaranteed, that Plaintiff will receive an estimated refund of \$7,348.64 for the amounts she expended in repayment of her federal student loans for her attendance at the University of Phoenix and the Chicago School of Psychology.
6. If Plaintiff’s BD application is approved, Plaintiff may be eligible for a full or partial BD administrative discharge of her federal student loans described and defined in the Stipulation.
7. If a full BD discharge is not approved, Plaintiff’s simultaneous enrollment in an income-driven repayment plan that allows Plaintiff to remain eligible for PSLF and a full discharge upon completion of the 10-year payment plan under PSLF.
8. Pursuant to Federal Rule of Bankruptcy Procedure 7041 and Federal Rule of Civil Procedure 41(a), the above-captioned adversary proceeding shall be dismissed in its entirety.
9. Plaintiff may make any and all federal student loan payments by mail, telephone, online, or as otherwise agreed upon by Plaintiff and Defendant’s loan servicer. Payments made by U.S. mail must be payable in good funds and must include Plaintiff’s student loan account number(s).

1           10. Defendant's failure to provide a coupon payment booklet, monthly reminder notice,  
2 or receipt for payment does not relieve Plaintiff's obligation and/or agreement to make consecutive,  
3 timely payments, if any are so required. Plaintiff may at any time choose to repay her federal student  
4 loan to Defendant in full or in part ahead of schedule without prepayment penalty. Loan  
5 consolidation, however, shall not be considered prepayment.

6           11. The terms of this Stipulation shall survive and be effective in any future bankruptcy  
7 filing under any chapter of the United States Bankruptcy Code by Plaintiff.

8           12. The above adversary proceeding is hereby dismissed without prejudice.  
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24       Date: April 11, 2023

A handwritten signature in black ink, appearing to read "Sheri Bluebond", written over a horizontal line.

Sheri Bluebond  
United States Bankruptcy Judge